



## **PARTIES**

1. The Plaintiff, State of Indiana, is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5-0.5-4(c) and Ind. Code § 24-5-11-14. Based on a prior Judgment, the State of Indiana is also a Judgment creditor of the Defendant, Richard Klein, pursuant to an action brought under Ind. Code § 24-5-0.5-4(c).

2. The Defendant, Richard Klein, at all times relevant to this Complaint, was an individual engaged in business as a home improvement contractor and resided in Hamilton County at 1980 W. 216<sup>th</sup> St., Sheridan, Indiana, 46069. The Defendant, Richard Klein, as a Judgment debtor of the State of Indiana, currently owes the State Eleven Thousand Six Hundred Dollars (\$11,600.00) pursuant to an unsatisfied Judgment entered by the Marion Superior Court.

3. The Defendant, Rhonda Klein, is the spouse of the Defendant, Richard Klein, and resides in Hamilton County at 1980 W. 216<sup>th</sup> St., Sheridan, Indiana, 46069.

## **FACTS**

### **A. Background of the Prior Judgment Against the Defendant, Richard Klein.**

4. On May 15, 2002, the Marion Superior Court entered a Default Judgment against the Defendant, Richard Klein, in the amount of Eleven Thousand Six Hundred Dollars (\$11,600.00). Attached and incorporated by reference as Exhibit “A” is a true and accurate copy of the Judgment entered against the Defendant, Richard Klein, which also permanently enjoined the Defendant, Richard Klein, from engaging in the following conduct in violation of Ind. Code § 24-5-11-1, *et seq.* and Ind. Code § 24-5-0.5-1, *et seq.*:

- a. *In the course of entering into home improvement transactions, failing to provide to the consumer a completed home improvement contract which includes at a minimum the following:*
- i. *The name and address of the residential property that is the subject of the home improvement;*
  - ii. *The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;*
  - iii. *The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;*
  - iv. *A reasonably detailed description of the proposed home improvements;*
  - v. *If the description required by Ind. Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;*
  - vi. *The approximate starting and completion date of the home improvements;*
  - vii. *A statement of any contingencies that would materially change the approximate completion date;*

- viii. *The home improvement contract price; and*
- ix. *Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name directly after or below the signature.*
- b. *Obtaining a consumer's signature on a home improvement contract or requiring the consumer to make a down payment toward the price of the home improvement prior to the Defendant agreeing unequivocally by written signature to all the terms of the home improvement contract;*
- c. *Failing to provide the consumer with a fully executed copy of the home improvement contract, including the dates the Defendant and the consumer signed it, immediately after the consumer signs it;*
- d. *Conducting any business activity in the State of Indiana that is not in full compliance with the Home Improvement Contracts Act, Ind. Code § 24-5-11-1, et seq.; and*
- e. *Conducting any business activity in the State of Indiana that is not in full compliance with the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1, et seq.*

5. As of today, the monetary portion of the Judgment remains unsatisfied and owed to the Plaintiff.

**B. Allegations Related to the Payments made by Cartersburg Community Church to the Defendant, Richard Klein.**

6. On or about June 20, 2006, the Defendant, Richard Klein, entered into a contract with Cartersburg Community Church (“the Church”), wherein the Defendant represented he would renovate the Church.

7. On June 21, 2006, the Church tendered check number 1234 to the Defendant, Richard Klein, in the amount of Four Thousand One Hundred Fifty-Two Dollars (\$4,152.00) as partial payment toward the construction project. Attached and incorporated by reference as Exhibit “B” is a true and accurate copy of the check tendered by Cartersburg Community Church to the Defendant, Richard Klein.

8. On or about June 22, 2006, the Defendant, Richard Klein, endorsed the check and made it payable to his wife, Rhonda Klein. Upon information and belief, the Defendant, Richard Klein, did not receive consideration of a reasonably equivalent value in exchange for the money he gave to the Defendant, Rhonda Klein.

9. On June 22, 2006, the Church tendered check number 1235 to the Defendant, Richard Klein, in the amount of Four Thousand One Hundred Fifty-Two Dollars (\$4,152.00) as partial payment toward the construction project. Attached and incorporated by reference as Exhibit “C” is a true and accurate copy of the check tendered by Cartersburg Community Church to the Defendant, Richard Klein.

10. On or about July 5, 2006, the Defendant, Richard Klein, endorsed the check and made it payable to his wife, Rhonda Klein. Upon information and belief, the Defendant, Richard Klein, did not receive consideration of a reasonably equivalent value in exchange for the money he gave to the Defendant, Rhonda Klein.

11. On August 31, 2006, the Church tendered check number 1282 to the Defendant, Richard Klein, in the amount of Two Thousand Nine Hundred Eight Dollars and Thirty-Nine Cents (\$2,908.39) as partial payment toward the construction project. Attached and incorporated by reference as Exhibit "D" is a true and accurate copy of the check tendered by Cartersburg Community Church to the Defendant, Richard Klein.

12. On or about September 1, 2006, the Defendant, Richard Klein, endorsed the check and made it payable to his wife, Rhonda Klein. Upon information and belief, the Defendant, Richard Klein, did not receive consideration of a reasonably equivalent value in exchange for the money he gave to the Defendant, Rhonda Klein.

13. On August 31, 2006, the Church tendered check number 1283 to the Defendant, Richard Klein, in the amount of Four Thousand One Hundred Fifty-Two Dollars (\$4,152.00) as partial payment toward the construction project. Attached and incorporated by reference as Exhibit "E" is a true and accurate copy of the check tendered by Cartersburg Community Church to the Defendant, Richard Klein.

14. On or about September 1, 2006, the Defendant, Richard Klein, endorsed the check and made it payable to his wife, Rhonda Klein. Upon information and belief, the Defendant, Richard Klein, did not receive consideration of a reasonably equivalent value in exchange for the money he gave to the Defendant, Rhonda Klein.

15. On August 31, 2006, the Church tendered check number 1284 to the Defendant, Richard Klein, in the amount of Four Thousand One Hundred Fifty-Two Dollars (\$4,152.00) as partial payment toward the construction project. Attached and incorporated by reference as Exhibit "F" is a true and accurate copy of the check tendered by Cartersburg Community Church to the Defendant, Richard Klein.

16. On or about September 1, 2006, the Defendant, Richard Klein, endorsed the check and made it payable to his wife, Rhonda Klein. Upon information and belief, the Defendant, Richard Klein, did not receive consideration of a reasonably equivalent value in exchange for the money he gave to the Defendant, Rhonda Klein.

17. At the time of contract formation, Mr. Klein stated the work would be completed by July 26, 2006.

18. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant, Richard Klein, is presumed to have represented at the time of contract formation he would complete the work within a reasonable period of time.

19. As of today, the Defendant, Richard Klein, has yet to either complete the work he began on the Church, or to issue a refund to the Church.

20. Upon information and belief, the Defendant, Richard Klein, became insolvent as a result of these inter-spousal transfers to his wife, Rhonda Klein.

**C. Allegations Related to the Payments made by Shanika R. Johnson to the Defendant, Richard Klein.**

21. On or about August 6, 2006, the Defendant, Richard Klein, entered into a contract with Shanika R. Johnson of Indianapolis, Indiana, wherein the Defendant represented he would re-roof and replace the siding on Ms. Johnson's home for a total price of Three Thousand Eight Hundred and Thirty-Five Dollars (\$3,835.00). Attached and incorporated by reference as Exhibit "G" is a true and accurate copy of the home improvement contract Ms. Johnson received from the Defendant.

22. The Defendant failed to include the following information in the contract with Ms. Johnson:

- a. The names of any agent to whom consumer problems and inquiries can be directed;
- b. A statement of any contingencies that would materially change the approximate completion date; and
- c. Signature lines for the Defendant, Richard Klein, or the Defendant's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed signature of that person's name placed directly after or below the signature.

23. On August 11, 2006, Ms. Johnson tendered check number 683 to the Defendant, Richard Klein, in the amount of One Thousand Five Hundred Sixty-Seven Dollars and Fifty Cents (\$1,567.50) as partial payment toward the home improvements. Attached and incorporated by reference as Exhibit "H" is a true and accurate copy of the check tendered by Ms. Johnson to the Defendant, Richard Klein.

24. On or about August 14, 2006, the Defendant, Richard Klein, endorsed the check and made it payable to his wife, Rhonda Klein. Upon information and belief, the Defendant, Richard Klein, did not receive consideration of a reasonably equivalent value in exchange for the money he gave to the Defendant, Rhonda Klein.

25. On August 11, 2006, Ms. Johnson tendered check number 684 to the Defendant, Richard Klein, in the amount of Three Hundred and Fifty Dollars (\$350.00) as partial payment toward the home improvements. Attached and incorporated by



reference as Exhibit "I" is a true and accurate copy of the check tendered by Ms. Johnson to the Defendant, Richard Klein.

26. On or about August 14, 2006, the Defendant, Richard Klein, endorsed the check and made it payable to his wife, Rhonda Klein. Upon information and belief, the Defendant, Richard Klein, did not receive consideration of a reasonably equivalent value in exchange for the money he gave to the Defendant, Rhonda Klein.

27. Upon information and belief, the Defendant, Richard Klein, became insolvent as a result of these inter-spousal transfers to his wife, Rhonda Klein.

28. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant, Richard Klein, is presumed to have represented at the time of contract formation he would complete the work within a reasonable period of time.

29. After several attempts to have the work completed, Ms. Johnson requested a refund from Mr. Klein.

30. Mr. Klein represented he would issue a refund and was sending Ms. Johnson a Cashier's Check from Fifth Third Bank, Check Number 10372426, in the amount of One Thousand Nine Hundred Seventeen Dollars and Fifty Cents (\$1,917.50).

31. The Defendant, Richard Klein, has yet to begin the work on Ms. Johnson's home, nor has he issued any refund to Ms. Johnson.

#### **COUNT 1 - VIOLATIONS OF THE HOME IMPROVEMENT CONTRACTS ACT**

32. The services described in paragraph 21 is a "home improvement" as defined by Ind. Code § 24-5-11-3.

33. The transaction referred to in paragraph 21 is a "home improvement contract" as defined by Ind. Code § 24-5-11-4.

34. The Defendant, Richard Klein, is a “supplier” as defined by Ind. Code § 24-5-11-6.

35. By failing to provide the consumer, Shanika Johnson, with a completed home improvement contract containing the information referred to in paragraph 22, the Defendant, Richard Klein, violated the Home Improvement Contracts Act, Ind. Code § 24-5-11-10.

## **COUNT II - VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT**

36. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 35 above.

37. The transactions referred to in paragraphs 6 and 21 are “consumer transactions” as defined by Ind. Code § 24-5-0.5-2(a)(1).

38. The Defendant, Richard Klein, is a “supplier” as defined by Ind. Code § 24-5-0.5-2(a)(3).

39. The Defendant, Richard Klein’s, violations of the Indiana Home Improvement Contracts Act, referred to in paragraph 22, constitute deceptive acts by the Defendant, in accordance with Ind. Code § 24-5-11-14.

40. The Defendant, Richard Klein’s, representation to the Church and Ms. Johnson the consumer transactions had sponsorship, approval, performance, characteristics, accessories, uses, or benefits it did not have, when the Defendant, Richard Klein, knew or reasonably should have known the transaction did not have such, as referenced in paragraphs 6 and 21, constitute violations of the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(1).

41. The Defendant, Richard Klein's, representation to Ms. Johnson she would receive a refund, when the Defendant, Richard Klein, knew or reasonably should have known she would not, as referenced in paragraph 30, constitutes a violation of the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(8).

42. The Defendant, Richard Klein's, representation to the Church and Ms. Johnson he would be able to deliver or complete the subject of the consumer transactions within a reasonable period of time, when the Defendant, Richard Klein, knew or reasonably should have known he could not, as referenced in paragraphs 17, 18, and 28, constitute violations of the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(10).

**COUNT III – KNOWING AND INTENTIONAL VIOLATIONS  
OF THE DECEPTIVE CONSUMER SALES ACT**

43. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 42 above.

44. The misrepresentations and deceptive acts set forth in paragraphs 6, 17, 18, 21, 22, 28, and 30 were committed by the Defendant, Richard Klein, with the knowledge and intent to deceive.

**COUNT IV – VIOLATION OF THE MARION SUPERIOR COURT'S  
INJUNCTION BY THE DEFENDANT, RICHARD KLEIN**

45. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 44 above.

46. The violations contained in Counts I, II, and III violate the Court-ordered injunction referenced in paragraph 4, entitling the State of Indiana to enhanced civil penalties against the Defendant, Richard Klein, under Ind. Code §24-5-0.5-4(f).

## **COUNT V - LIABILITY FOR FRAUDULENT TRANSFER OF ASSETS**

47. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 46 above.

48. Pursuant to Ind. Code § 32-18-2-14(1), the inter-spousal transfers of assets described in paragraphs 8, 10, 12, 14, 16, 24, and 26 are fraudulent transfers of assets as to present and future creditors made by the Defendants with the intent to hinder, delay, or defraud the Defendant, Richard Klein's, creditors.

49. Pursuant to Ind. Code § 32-18-2-14(2), the inter-spousal transfer of assets described in paragraphs 8, 10, 12, 14, 16, 24, and 26 are fraudulent transfers of assets as to present and future creditors, as the Defendant, Richard Klein, did not receive a reasonably equivalent value from the Defendant, Rhonda Klein, in exchange for the transfer, and the Defendant, Richard Klein, reasonably should have believed he would incur debts beyond his ability to pay as the debts became due.

50. Pursuant to Ind. Code § 32-18-2-15, the inter-spousal transfer of assets described in paragraphs 8, 10, 12, 14, 16, 24, and 26 are fraudulent transfers of assets as to the State of Indiana, a present creditor, as the Defendant, Richard Klein, did not receive a reasonably equivalent value from the Defendant, Rhonda Klein, in exchange for the transfer, and the Defendant, Richard Klein, was insolvent at the time of the transfer, or became insolvent as a result of the transfer.

## **RELIEF**

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against the Defendant, Richard Klein, enjoining the Defendant from the following:

a. in the course of entering into home improvement transactions, failing to provide to the consumer a written, completed home improvement contract, which includes at a minimum the following:

- (1) The name of the consumer and the address of the residential property that is the subject of the home improvement;
- (2) The name and address of the Defendant and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- (3) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- (4) A reasonably detailed description of the proposed home improvements;
- (5) If the description required by Ind. Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- (6) The approximate starting and completion date of the home improvements;
- (7) A statement of any contingencies that would materially change the approximate completion date;

- (8) The home improvement contract price; and
  - (9) Signature lines for the Defendant or the Defendant's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature;
- b. in the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment;
  - c. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer;
  - d. representing, expressly or by implication, the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendant knows or reasonably should have known it does not have;
  - e. representing, expressly or by implication, the subject of a consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and if the Defendant knows or reasonably should know the representation is false; and

- f. representing, expressly or by implication, the Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendant knows or reasonably should know he cannot.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against Defendant, Richard Klein, for the following relief:

- a. cancellation of the Defendant's unlawful contracts with persons, including, but not limited to Cartersburg Community Church and Shanika Johnson, pursuant to Ind. Code § 24-5-0.5-4(d);
- b. consumer restitution, pursuant to Ind. Code § 24-5-0.5-4(c)(2), for reimbursement of all unlawfully obtained funds remitted by persons to the Defendants, including but not limited to Cartersburg Community Church and Shanika Johnson, in an amount to be determined at trial;
- c. costs pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;
- d. on Count III of the Plaintiff's Complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Thousand Dollars (\$5,000.00) per violation, payable to the State of Indiana;

- e. on Count III of the Plaintiff's Complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendant's intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana;
- f. On Count IV of the Plaintiff's Complaint, civil penalties pursuant to Ind. Code §24-5-0.5-4(f) for the Defendant's, violations of an injunction in the amount of Fifteen Thousand Dollars (\$15,000.00) per violation; and
- g. All other just and proper relief.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against Defendants, Richard Klein and Rhonda Klein, and order the following relief:

- a. On Count IV of the Plaintiff's complaint,
  - 1. Avoidance of the transfer of assets from the Defendant, Richard Klein, to the Defendant, Rhonda Klein, to the extent necessary to satisfy the Plaintiff's claims, pursuant to Ind. Code § 32-18-2-17(a)(1);
  - 2. An attachment against the assets transferred or other property of the transferee, Rhonda Klein, in accordance with the procedure prescribed by Ind. Code § 34-25-2-1, or any other applicable statute providing for attachment or other provisional remedy against debtors generally;

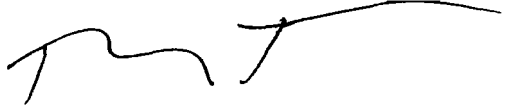


3. An injunction preventing further disposition by the Defendants of the assets transferred, proceeds derived from the transfer thereof, or of other property held, pursuant to Ind. Code § 32-18-2-17(a)(3)(A);
  4. An injunction preventing further disposition by the Defendants of the assets transferred, proceeds derived from the transfer thereof, or of other property held, pursuant to Ind. Code § 32-18-2-17(a)(3)(A); and
  5. Pursuant to Ind. Code § 32-18-2-17(a)(3)(B), appointment of a receiver to take charge of the assets transferred or of the property of the Defendants; and
- b. All other just and proper relief.

Respectfully Submitted,

STEVE CARTER  
Indiana Attorney General  
Atty. No. 4150-64

By:



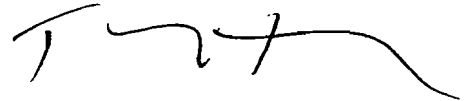
---

Terry Tolliver  
Deputy Attorney General  
Atty. No. 22556-49

Mary Ann WehmueLLer  
Deputy Attorney General  
Atty. No. 0015251-49A

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies a copy of the above Complaint was personally served upon the Defendants, Rhonda Klein and Richard Klein, on this 8<sup>th</sup> day of March, 2007.

A handwritten signature in black ink, appearing to read 'Terry Tolliver', written over a horizontal line.

Terry Tolliver

Office of Attorney General  
302 W. Washington, 5th Floor  
Indianapolis, IN 46204  
Telephone: (317) 233-3300

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

IN THE MARION SUPERIOR COURT  
CAUSE NO. 49D11-0203-PL-000483

STATE OF INDIANA, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
RICHARD KLEIN, individually and )  
doing business as K.L.T. GENERAL )  
CONTRACTING, )  
 )  
Defendant. )

**FILED**  
MAY 15 2002  
Jana M. Tyler  
CLERK OF THE  
MARION SUPERIOR COURT

**DEFAULT JUDGMENT**

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendant.
2. Defendant, Richard Klein, was served with notice of these proceedings and a copy of the Complaint for Injunction, Restitution, Costs and Civil Penalties.
3. The Defendant has failed to appear, plead, or otherwise respond to the complaint.
4. The Defendant is not an infant, incompetent, or in military service.

**THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendant, Richard Klein, and that the Defendant, his agents, representatives, employees, successors and assigns are permanently enjoined from engaging in the following conduct in violation of Ind. Code 24-5-11-1 et seq. and Ind. Code §24-5-0.5-1 et seq.:



1. In the course of entering into home improvement transactions, failing to provide to the consumer a completed home improvement contract which includes at a minimum the following:

(A) The name of the consumer and the address of the residential property that is the subject of the home improvement;

(B) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;

(C) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;

(D) A reasonably detailed description of the proposed home improvements;

(E) If the description required by Ind. Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;

(F) The approximate starting and completion date of the home improvements;

(G) A statement of any contingencies that would materially change the approximate completion date;

(H) The home improvement contract price; and

(I) Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature.

2. Obtaining a consumer's signature on a home improvement contract or requiring the consumer to make a down payment toward the price of the home improvement prior to the Defendant agreeing unequivocally by written signature to all the terms of the home improvement contract.

3. Failing to provide the consumer with a fully executed copy of the home improvement contract, including the dates the Defendant and the consumer signed it, immediately after the consumer signs it.

4. Soliciting or engaging in a home improvement transaction without a license or permit required by law.

5. Conducting any business activity in the State of Indiana that is not in full compliance with the Home Improvement Contracts Act, Ind. Code § 24-5-11-1 *et seq.*

6. Conducting any business activity in the State of Indiana that is not in full compliance with the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1 *et seq.*

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** by the Court that judgment is granted in favor of the Plaintiff, State of Indiana, and against the Defendant, Richard Klein, as follows:

1. Cancellation, pursuant to Ind. Code § 24-5-0.5-4(d), of the home improvement contract entered into on July 21, 2000 between the Defendant and Ronnie Lewis;

2. Consumer restitution, pursuant to Ind. Code § 24-5-0.5-4(c)(2), for Ronnie Lewis in an amount of Nine Thousand Two Hundred Eighty Dollars (\$9,280.00) payable to the Office of the Attorney General.

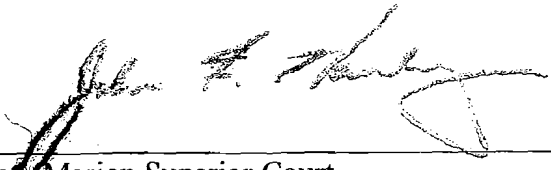
3. Costs, pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable costs incurred in the investigation and prosecution of this action in the amount of Three Hundred Twenty Dollars (\$320.00);

4. Civil penalties, pursuant to Ind. Code § 24-5-0.5-4(g) and Ind. Code § 24-5-0.5-8, in the amount of One Thousand Dollars (\$1,000.00) for the Defendant's knowing and intentional violations of the Deceptive Consumer Sales Act;

5. Civil Penalties, pursuant to Ind. Code § 24-5-0.5-4(g), in the amount of One Thousand Dollars (\$1,000.00) for the Defendant's knowing violations of the Home Improvement Contracts Act;

For a total monetary judgment in the amount of Eleven Thousand Six Hundred Dollars (\$11,600.00) in favor of the Plaintiff, State of Indiana, and against the Defendant, Richard Klein.

ALL ORDERED, ADJUDGED AND DECREED on the **MAY 15 2002** day of \_\_\_\_\_, 2002.

  
\_\_\_\_\_  
Judge, Marion Superior Court

DISTRIBUTION:

Roger D. Smith  
Office of the Attorney General  
Indiana Government Center South, 5th fl.  
402 W. Washington St.  
Indianapolis, IN 46204

Richard Klein  
1737 N. Luett Avenue  
Indianapolis, IN 46222

This is a LEGAL COPY of  
your check. You can use it  
the same way you would  
use the original check.

CARTERSBURG COMMUNITY CHURCH 71-7017-2700 1234

DATE 6-31-06

Richard Klein \$4153.00

FOR DEPOSIT ONLY

Four thousand one hundred fifty three and 00/100

LINCOLN BANK

John R. Attie Michael A. Ascraft

20

11

ENDORSE HERE

Payable to Rhonda Klein

Richard Klein

Rhonda Klein

Rt. 1, Box 2400, 88-34108

X-6-27

Do not endorse or write below this line.

Blumberg No. 5138

STATE'S EXHIBIT

B

This is a LEGAL COPY of  
your check. You can use it  
the same way you would  
use the original check.

CARTERSBURG COMMUNITY CHURCH 77-7017-2740 1235

6-22-06

Richard Klein \$4,152.00

Pay to the order of  
Four thousand one hundred fifty two and 00/100

ELINCOLN BANK  
MEMBER FDIC

Mr. Ron Pitt Melinda A. Amcraft

2006

Richard Klein

Do not endorse or write below this line.

Blumberg No. 5138

STATE'S  
EXHIBIT

C



This is a LEGAL COPY of  
your check. You can use it  
the same way you would  
use the original check.

CARTERSBURG COMMUNITY CHURCH 71-7017-2149 1282

8-31-06

Richard Klein \$2,908.39

Three thousand nine hundred eight dollars and 39/100

LINCOLN BANK

Melinda A. Schaefer

Payable to Ronda Klein  
Klein  
Ronda Klein  
DU 2400883406  
10/17/03 exp. 6/07

Do not endorse or write below this line.



This is a LEGAL COPY of  
your check. You can use it  
the same way you would  
use the original check.

CARTERSBURG COMMUNITY CHURCH 71-7017-2740 1283

8-31-06

Richard Klein

Four thousand one hundred and fifty-two

\$ 4,152.00

LINCOLN BANK

PAID JAN 155 8/30

Melvin H. Aschcraft

DO NOT WRITE HERE

4440 Sts Paula Klein

Klein, R. L.

Ronda Klein

DL 2400883408

16/17/03-exp 6/07

Do not endorse or write below this line.

Blumberg No. 5138

STATE'S  
EXHIBIT  
E

This is a LEGAL COPY of  
your check. You can use it  
the same way you would  
use the original check.

CARTERSBURG COMMUNITY CHURCH 71-2017-2740 1284

8-31-06

Richard Klein \$4,152.00

four thousand one hundred fifty two + 100/100

LINCOLN BANK

2001 MAY 15 5 8/32 Y Melinda G. Ashcraft

ENDORSE HERE

Pay to Rhonda Klein

Rhonda Klein

22400883408

6/17/03 exp. 6/07

Do not endorse or write below this line.

Blumberg No. 5138

STATE'S  
EXHIBIT  
F



Klein and Sons Construction LLC

4718 W. Bertha  
Indpls., IN 46241

# Invoice

DATE	INVOICE #
8/6/2006	151

<b>BILL TO</b>
Shanika Johnson [REDACTED]

P.O. NO.	TERMS

ITEM	DESCRIPTION	Prior %	QTY	Curr %	Total %	AMOUNT
08.1 reroof	<p>Remove existing roofing and replace with new roofing to include the following:</p> <ul style="list-style-type: none"><li>-remove existing shingles and felt paper.</li><li>-install new 15# felt paper</li><li>-install new ice and water shield in valleys</li><li>-install new 30 year laminate shingles (color cedar blend)</li><li>-clean up and disposal of all roofing materials.</li></ul> <p>* downpayment of \$1,567.50 is due one week prior to start balance upon completion.</p> <p>**completion time of one week, start time to be decided upon execution of estimate.</p> <p>***homeowner to designate area for material storage and dumpster drop.</p> <p>****workmanship is warranted for a period of 5 years.</p> <p>*****installation of drip edge is optional for customer at an added cost of 2.00 per linear foot.</p>		9.5	50.00%	50.00%	1,567.50

*PAID  
683 + 684  
8/10/06*

estimate is good for 14 days.

MAKE checks payable to Richard Klein

Total

Balance Due





Klein and Sons Construction LLC

4718 W. Bertha  
Indpls., IN 46241

# Invoice

DATE	INVOICE #
8/6/2006	151

<b>BILL TO</b>
Shanika Johnson [REDACTED]

P.O. NO.	TERMS

ITEM	DESCRIPTION	Prior %	QTY	Curr %	Total %	AMOUNT
11 Siding	Siding: removal of existing siding on the north bi-level part of house and replace with new.  *down payment of 350.00 balance at completion. **all other items are same as above asterisk areas.		2.5	50.00%	50.00%	350.00

estimate is good for 14 days

make check payable to Richard Klein

<b>Total</b>	\$1,917.50
<b>Balance Due</b>	\$1,917.50

[Chase.com](#) | [Contact Us](#) | [Privacy F](#)

Thursday, 8/14/2006

[My Accounts](#) > [Account Activity](#) > [Check Details](#)

## Check Details

[Print](#) [Help with this page](#)

I'd like to...

[See Account S](#)

Check Number: 683

Post Date: 08/14/2006

Front

[Enlarge/Reduce Check Image](#)

SHANIKA R. JOHNSON 20-180 740 683  
DATE 8-11-06  
PAY TO THE ORDER OF RICHARD KLEIN \$1,567.50  
ONE THOUSAND FIVE HUNDRED SIXTY SEVEN AND 50/100 DOLLARS  
CHASE  
JPMorgan Chase Bank, N.A.  
Indianapolis, Indiana 46277  
MEMO PAYMENT REFINANCING  
8/21 KLEIN + SONS CONSTR.  
Shanika R. Johnson

[Need help printing or saving this check?](#)

Back

[Enlarge/Reduce Check Image](#)

Back of check showing signature strip and handwritten notes: "Payable to Shanika R. Johnson", "Richard Klein", "Klein + Sons Constr.", "8/21".

[Need help printing or saving this check?](#)

Blumberg No. 5138

STATE'S  
EXHIBIT

H



Chase.com | Contact Us | Privacy F

Thursday,

[My Accounts](#) > [Account Activity](#) > [Check Details](#)

## Check Details

[Print](#) [Help with this page](#)

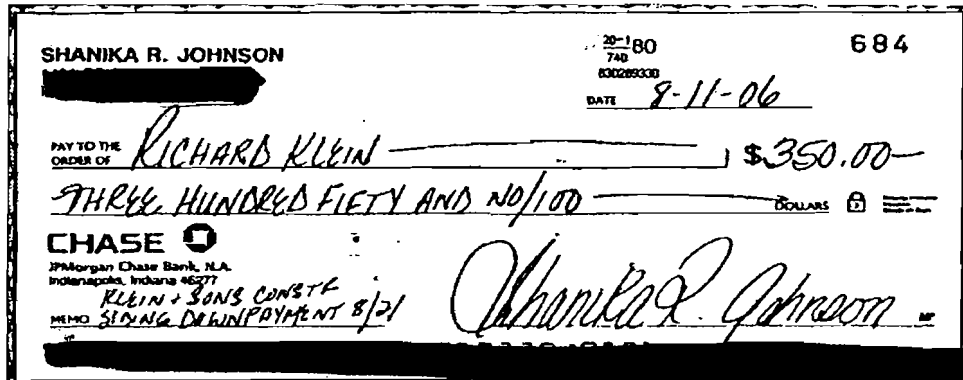
I'd like to...

[See Account S](#)

Check Number: 684

Post Date: 08/14/2006

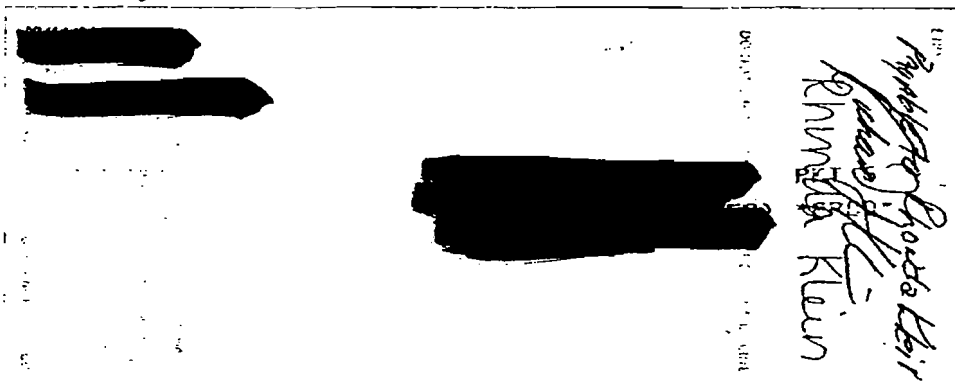
Front

[Enlarge/Reduce Check Image](#)

SHANIKA R. JOHNSON  
[REDACTED]  
20-180  
740  
600205330  
DATE 8-11-06  
684  
PAY TO THE ORDER OF RICHARD KLEIN \$350.00  
THREE HUNDRED FIFTY AND NO/100 DOLLARS  
CHASE  
Morgan Chase Bank, N.A.  
Indianapolis, Indiana 46277  
MEMO KLEIN + SONS CONST  
SIGNING DRAWN PAYMENT 8/21  
Shanika R. Johnson

[Need help printing or saving this check?](#)

Back

[Enlarge/Reduce Check Image](#)

[REDACTED]  
[REDACTED]  
[REDACTED]  
Richard Klein  
Shanika R. Johnson

[Need help printing or saving this check?](#)